



## iYYU Terms & Conditions

Version: May 2019

These Terms and Conditions apply between you, the user of our Platform ("**You**"), and iYYU and set out the terms and conditions on your use of the Platform and governs all content and services available through the Platform.

Please read these Terms and Conditions carefully before accessing the Platform or using any Services. If you do not agree to these Terms and Conditions you must not access the Platform or use any Services.

### 1. Definitions

<b>Account</b>	a personal profile on the Platform, managed by you, that you can, inter alia, use to send and receive messages to other individuals registered with the Platform
<b>Account Holder</b>	an individual holding an Account
<b>Notice and Takedown Policy</b>	a procedure to deal with reports of unlawful content on the Platform
<b>Policies</b>	the Privacy Policy, Notice and Takedown Policy and other policies, as published on the Platform and as may be amended from time to time
<b>Posting</b>	any information, opinions, material or other content that is posted on the Platform, either via your Account, a Space or otherwise
<b>Privacy Policy</b>	a document that explains how iYYU B.V. handles your personal data (personally identifiable information)
<b>Space</b>	an individual member area on the Platform where Space Members can, inter alia, log in to view specific member content and web-forms and send and receive messages to other Space Members (bubble). The Space Holder can interact individually with the Space Members on the Space
<b>Space Holder</b>	an Account Holder holding a Space
<b>Space Member</b>	an Account Holder that has a subscription to a specific Space of a Space Holder
<b>Terms and Conditions</b>	these iYYU Terms and Conditions as may be amended from time to time
<b>iYYU</b>	iYYU B.V., having its registered address at Tommaso Albinonistraat 2 (1083 HM) Amsterdam, the Netherlands, registered at the Dutch Chamber of Commerce, reg. nr. 72321474.
<b>Services Platform</b>	the services provided by iYYU
<b>Website</b>	the iYYU platform available via the Website, owned and operated by iYYU <a href="https://iyyu.com/">https://iyyu.com/</a>

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Thank you for your attention!

**iYYU - Connect & Stay in contact**

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## **2. Applicability**

- 2.1. Any access to or use of the Platform or Services is subject to these Terms and Conditions, including all terms and conditions referenced herein or any additional terms and conditions as shown on the Website.
- 2.2. By accessing or using (any part of) the Platform or the Services, you agree to become bound by the Terms and Conditions. If you do not agree to the Terms and Conditions, you may not access the Platform or use any Services.
- 2.3. The Platform and the Services are available only to individuals who are at least 16 years old.
- 2.4. The Policies are hereby by reference incorporated into these Terms and Conditions.
- 2.5. iYYU may amend these Terms and Conditions and the Policies at any time. iYYU will notify you in advance of any material amendments that are made to these Terms and Conditions. The amended Terms and Conditions or Policies will become effective upon posting thereof on the Website. You will be bound by the amended Terms and Conditions if you continue to use the Platform or Services.
- 2.6. iYYU reserves the right to charge fees for use, access or (new) functionalities of the Platform in the future.

## **3. Account**

- 3.1. In order to access the Platform and to use the Services, you must register with the Platform by creating an Account.
- 3.2. You warrant that any information provided on the Platform and your Account, whether submitted during the process of creating an Account or thereafter, is true, accurate, current and complete, and you will maintain and promptly amend all information to keep it true, accurate, current and complete.
- 3.3. iYYU may at any time refuse to offer access to the Platform or to offer any Services to you .
- 3.4. You are responsible for maintaining the security of your Account, including for the confidentiality of your password and username chosen during the process of creating an Account, and you are fully responsible for all activities that occur under your Account. You agree to immediately notify iYYU of any unauthorized use of your Account or any other breach of security. iYYU will not be liable for any acts or omissions by you in this regard, including any damages of any kind incurred as a result of such acts or omissions.

## **4. Spaces**

- 4.1. A Space can be created by any Account Holder.
- 4.2. A Space Holder can create an unlimited amount of subscriptions for other Account Holders to become a member of the specific Space.
- 4.3. You can become a Space Member by agreeing to the terms of a Space subscription and logging in to the specific Space.
- 4.4. You warrant that any information provided on the Platform and a Space, whether submitted during the process of creating a Space or thereafter, is true, accurate, current and complete, and you will maintain and promptly amend all information to keep it true, accurate, current and complete.
- 4.5. In addition to article 4.1, as an Account Holder, you are entitled to create a Space for a legal entity. When creating a Space for a legal entity, you will represent, warrant and agree that you are authorized to legally represent this legal entity and that you act on behalf of the legal entity.
- 4.6. A Space Holder can offer additional subscriptions to its Space Members to enhance the Space experience and promote its Space to Account Holders that are not yet Space Members.
- 4.7. A Space Holder can appoint (an)other Space Member(s) as administrator for that Space, assigning that Member with certain rights and control over the Space, as allowed by the functionalities of the Platform and Space.

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## **5. The Platform**

- 5.1. You shall access and use the Platform and the Services in accordance with these Terms and Conditions and the Policies and with all applicable laws and regulations.
- 5.2. iYYU accepts no responsibility and disclaims all liability for any information about an individual or otherwise that has been made available through the Platform.
- 5.3. Any provision of links to other websites or locations is solely for your convenience and does not signify iYYU's endorsement of such other websites or location or its contents. iYYU has no control over, does not review, and cannot be responsible for such outside websites or their content. iYYU disclaims any responsibility for any harm resulting from your use of non-iYYU websites and webpages.
- 5.4. The Platform and the Services are provided to you on an '*as is*' and an '*as available*' basis. To the maximum extent permitted by law, iYYU hereby expressly disclaims any representation or warranty of any kind, whether express, implied or statutory, including, but not limited to, any warranties of fitness for a particular purpose, of reliability or availability or as to the operation or security of the Platform. All such warranties and conditions are hereby excluded.
- 5.5. You are hereby made aware that there may be risks of dealing with people acting under false pretenses. iYYU uses several techniques to verify the accuracy of the information that you provide to us. However, as verification of registered individuals on the Internet is difficult, iYYU cannot and does not warrant your identity or purported authority to legally represent any legal entity.
- 5.6. iYYU is not obliged to participate or mediate in any dispute between you and other Account Holders or Space Holders on the Platform or between you and third parties in connection with the use of the Platform or the Services. iYYU, for your benefit, may try to help you resolve disputes. iYYU does so in its sole discretion, and it has no obligation to resolve disputes between you and other Account Holders or Space Holders on the Platform or between you and third parties. To the extent that iYYU attempts to resolve a dispute, it will do so in good faith based solely on this these Terms and Conditions and its Policies. iYYU will not make any judgments regarding legal issues or claims.

## **6. Postings**

- 6.1. You are allowed to publish Postings on the Platform in accordance with these Terms and Conditions. In this case you retain all rights in the Postings, but you do allow us to use the Postings in accordance with these Terms and Conditions.
- 6.2. You hereby warrant that your Postings:
  - 6.2.1. Are not unlawful, illegal, or otherwise inappropriate in iYYU's sole opinion;
  - 6.2.2. Do not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
  - 6.2.3. Are not or do not contain spam, are not machine- or randomly-generated, and do not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing).
- 6.3. By making Postings, you hereby warrant that you own and/or have the right to use the contents embodied in such Postings in this manner, that such Postings do not infringe or misappropriate any third-party intellectual property rights and that you have fully complied with any third-party licenses.
- 6.4. You are entirely responsible for any Postings posted by you and any harm resulting from these Postings. You are responsible for complying with applicable laws and regulations.
- 6.5. By making Postings, you grant iYYU a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish your Postings solely for the purpose of displaying, distributing and promoting the Platform. If you delete any Postings, iYYU will use reasonable efforts to remove it from the Platform, but you acknowledge that caching or references to the Postings may not be made immediately unavailable.
- 6.6. If iYYU, suspects or believes that your Posting is made in breach of these Terms and Conditions or is in any way harmful or objectionable iYYU reserves the right to investigate and/or to take appropriate action against you

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(including refusing, removing or modifying Postings in accordance with the Notice and Takedown Policy, suspending or terminating access to the Platform or the Services or reporting to law enforcement authorities). iYYU will have no obligation to provide a refund for any amounts previously paid.

## **7. Intellectual property rights**

- 7.1. All intellectual property rights with respect to (all parts of) the Platform and the Services, including content and look and feel are and will remain with iYYU.

## **8. Privacy**

- 8.1. iYYU processes personal data of Account Holders in accordance with iYYU's Privacy Policy and applicable legislation. iYYU's current Privacy Policy can be reviewed at the Platform.
- 8.2. iYYU will not disclose information regarding you, including your personal details, account or transactions, to any third party unless in accordance with our Privacy Policy.

## **9. Limitation of liability and indemnities**

- 9.1. To the maximum extent permitted by law, neither iYYU nor its suppliers, subcontractors and affiliates shall be liable for any damages (including in each case, but not limited to, damages for the inability to access the Platform or to use the Services, loss of data, corruption of data loss of business, loss of profits, business interruption or interruption of use the like) arising out of the access or use of or inability to access or use the Platform or the Services, even if iYYU has been advised of the possibility of such damages. iYYU shall have no liability for any failure or delay due to matters beyond iYYU's reasonable control.
- 9.2. To the maximum extent permitted by law, you will indemnify and hold iYYU (and its affiliates, officers, employees, contractors, licensors and agents) harmless from any claim or demand (including reasonable costs and attorneys' fees) made by any third party due to or arising out your (i) use of the Platform or the Services, (ii) Postings, or (iii) breach of these Terms and Conditions.

## **10. Term and Termination**

- 10.1. The term of your registration with the Platform will continue for an indefinite period of time until terminated by you or iYYU.
- 10.2. iYYU may terminate your registration, at any time for cause, including for any use of the Platform or the Services in breach of these Terms and Conditions in accordance with article 6.5.
- 10.3. You may terminate your Account at any time. You may terminate your registration for a Space as indicated in the subscription model.
- 10.4. iYYU will have no obligation to provide a refund for any amounts previously paid.

## **11. General provisions**

- 11.1. You can report abuse and violations of these Terms and Conditions to iYYU. iYYU has the right, but not the obligation, to investigate any reported or apparent violation of the Terms and Conditions, and to take any action that iYYU deems appropriate.
- 11.2. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- 11.3. Any provisions in these Terms and Conditions, which by their nature extend beyond expiry or termination of the legal relationship between you and iYYU, shall survive such expiry or termination.

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- 11.4. If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- 11.5. iYYU shall have the right to assign the legal relationship you (including all of iYYU's rights, titles, benefits, interests, and obligations and duties in the Terms and Conditions) to any person or entity without condition.
- 11.6. These Terms and Conditions are subject to Dutch law. All disputes arising out of or in connection with these Terms and Conditions shall be settled by the courts of Amsterdam, The Netherlands, which will have exclusive jurisdiction in respect of any such disputes unless stipulated otherwise by mandatory Dutch or international laws.

### **Contact us**

If you have any questions requests with regard to the iYYU Terms & Conditions, please contact us at:

iYYU B.V.

Attn: Trust Team

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